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T. GEORGE VAUGHAN, JR., GALAX, *SALEM DISTRICT*
WILLIAM R. WATKINS, SOUTH BOSTON, *LYNCHBURG DISTRICT*
WILLIAM F. MOHR, RICHMOND, *RICHMOND DISTRICT*
RICHARD G. BRYDGES, VIRGINIA BEACH, *SUFFOLK DISTRICT*
WILLIAM T. ROBINSON, WEST POINT, *FREDERICKSBURG DISTRICT*
J. CARLTON CLORE, CULPEPER, *CULPEPER DISTRICT*
H. DELMER ROBINSON, JR., WINCHESTER, *STAUNTON DISTRICT*
JAMES C. HUGHES, ANNANDALE, *AT LARGE-URBAN*
CHARLES S. HOOPER, JR., CREWE, *AT LARGE-RURAL*



COMMONWEALTH of VIRGINIA

DEPARTMENT OF HIGHWAYS & TRANSPORTATION

1221 EAST BROAD STREET
RICHMOND, 23219

April 29, 1983

LEO E. BUSSEY, III
DEPUTY COMMISSIONER & CHIEF ENGINEER

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DIRECTOR OF ADMINISTRATION

J. M. WRAY, JR.
DIRECTOR OF OPERATIONS

W. L. BRITTLE, JR.
DIRECTOR OF ENGINEERING

OSCAR K. MABRY
DIRECTOR OF PLANNING

H. W. WORRALL
DIRECTOR OF FINANCIAL AFFAIRS

IN REPLY PLEASE REFER TO

Form 99-8
163d

DONALD E. KEITH
DIVISION ADMINISTRATOR

P. O. Box 429
Fairfax, VA 22030-0629

Mr. Daniel C. King
Director of Logistics
Central Intelligence Agency
Washington, D.C. 20505

RE: Route 123
Chain Bridge Road
Fairfax County

Dear Mr. King:

Attached hereto you will find two (2) copies of proposed agreement which will cover the work the Department will do for the Central Intelligence Agency with reference to the proposed work at the intersection of the Central Intelligence office entrance and of Route 123, Chain Bridge Road.

We are asking that both copies of the agreement be executed by your agency and returned to us for Commissioner H. C. King's signature. A copy will be returned to you after it has been fully executed.

If you have any questions regarding this subject, I will certainly attempt to assist in any way possible.

Very truly yours,

D. E. Keith
Division Administrator

DEK:leh
cc: Ms. C. A. Poppendieck

For the record:

cc OL 20368-83 w/enc to
Roy Conley on 3 Jun 83

il



OL 20368-83

THIS AGREEMENT, Made this ____ day of _____, 1983, by and between the Commonwealth of Virginia, hereinafter referred to as the State, acting by and through the State Highway and Transportation Commissioner, and the United States of America, hereinafter referred to as C.I.A., acting by and through the Central Intelligence Agency;

WITNESSETH: THAT WHEREAS, the C.I.A. is the owner of land located in Fairfax County, Virginia, adjacent to State Route 123 on which it proposes to construct certain new and additional facilities which will greatly congest its existing entrances and;

WHEREAS, it is mutually desirable between the parties hereto that an improvement be constructed so as to create an orderly and safe flow of traffic for the users of C.I.A. facilities;

WHEREAS, the parties hereto wish to agree on how to accomplish the improvement and the financing of construction, mode and time of payment and other various items of work thereto;

NOW, THEREFORE, for and in consideration of mutual covenants herein stipulated to be kept and perform, it is agreed by the parties hereto as follows:

Article I

1. The C.I.A. will:

- a. Pay 100 percent of all cost incurred by the improvement.
These costs shall include, but not be limited to,
inspections, supervision, advertising, legal cost,
construction cost, engineering and contingencies, plans
preparation and all other cost attributable to
supervision and construction.
- b. Advance immediately \$20,000 to the state to cover
preliminary expenses and other expenditures.
- c. Review for approval cost estimates as they are
available pertaining to engineering and construction
matters.
- d. Conduct all public meetings and hearings that may be
necessary with the public.

- e. Expand and modify its existing environmental document where necessary to cover the proposed improvement and construction.
- f. Provide free of encumbrances all necessary rights of way and provide for utility relocations both public and private where necessary.
- g. Have right to concur in award of construction contracts to lowest bidder selected by normal state procedures.
- h. Pay all invoices presented by state within 45 days or notify state in writing of discrepancies within 10 days.

Article II

2. The State will:

- a. Provide detailed plans, drawings, specifications and cost estimates.
- b. Execute contracts with the private sector for the necessary engineering data not performed by its staff.
- c. Perform all necessary drillings, borings and investigations required to finalize plans and specifications for development of the improvement.
- d. Oversee, advertise and award contract for construction to the lowest bidder using normal state advertisement policies and procedures.
- e. Supervise through its normal policies and procedures the overall construction of the improvement until completion, including measuring all quantities for payment and testing of all materials.
- f. Assist C.I.A. under Article I, 1.d.
- g. Promptly bill C.I.A. for all cost agreed to as set forth herein.
- h. Secure all permits required for the construction of the improvement.
- i. Perform all action in accordance with Departmental policy and procedures where applicable.

This Agreement shall be binding, jointly and separately, upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their proper offices thereunto duly authorized the day and year first above written.

Approved:

Commonwealth of Virginia
Department of Highways and
Transportation

Assistant Attorney General

Harold C. King - Commissioner

United States of America
Central Intelligence Agency
